

MASTER DEED

THE MEADOWS

This Master Deed is made and executed on this 3rd day November, 1987, by Moore Properties Ltd., a Michigan Corporation, hereinafter referred to as "Developer", whose post office address is 711 West Ann Arbor Trail, Plymouth, Michigan 48170, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Meadows as a Condominium Project under the Act and does declare that The Meadows (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as The Meadows, Wayne County Condominium Subdivision Plan No. 228. The architectural plans for all Units to be constructed within the Project must be approved by the City of Plymouth and thereafter

will be filed with the City of Plymouth. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

A part of the N.W. 1/4 of Section 35, including the adjoining vacated alley of "Maple Croft Subdivision", as recorded in Liber 43 of Plats, Page 78 of Wayne County Records, T. 1 S., R. 8 E., City of Plymouth, Wayne County, Michigan, more particularly described as beginning at a point on the East line of Main Street, distant S. $02^{\circ} 16' 45''$ E., 324.40 feet and N. $88^{\circ} 22' 00''$ E., 33.00 feet from the N.W. corner of Section 35, T. 1 S., R. 8 E., and proceeding thence N. $88^{\circ} 22' 00''$ E., 287.50 feet; thence N. $02^{\circ} 16' 45''$ W., 214.20 feet; thence N. $88^{\circ} 35' 00''$ E., 498.35 feet; thence S. $01^{\circ} 32' 08''$ E., 408.90 feet; thence along the South line of said vacated alley, S. $88^{\circ} 22' 00''$ W., 367.04 feet; thence N. $01^{\circ} 38' 00''$ W., 106.70 feet; thence along a curve concave to the S.E., (radius of 35.00 feet, central angle of $45^{\circ} 00' 00''$, whose chord bears N. $24^{\circ} 08' 00''$ W., 26.79 feet, an arc distance of 27.49 feet); thence N. $46^{\circ} 38' 00''$ W., 49.71 feet; thence S. $88^{\circ} 22' 00''$ W., 369.96 feet; thence along the East line of Main Street, N. $02^{\circ} 16' 45''$ W., 30.00 feet to the point of beginning. Containing 4.4006 Acres and subject to easements and restrictions of record and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed

and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the The Meadows Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Meadows as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. ACT. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. ASSOCIATION. "Association" means The Meadows Condominium Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. BYLAWS. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. COMMON ELEMENTS. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. CONDOMINIUM DOCUMENTS. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. CONDOMINIUM PREMISES. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Meadows as described above.

Section 7. CONDOMINIUM PROJECT, CONDOMINIUM OR PROJECT. "Condominium Project", "Condominium" or "Project" means The Meadows as a Condominium Project established in conformity with the Act.

Section 8. CONDOMINIUM SUBDIVISION PLAN. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. CONSOLIDATING MASTER DEED. "Consolidating Master Deed" means the final amended Master Deed which shall

describe The Meadows as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. CONSTRUCTION AND SALES PERIOD. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to expand the Project.

Section 11. CO-OWNER OR OWNER. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. DEVELOPER. "Developer" means Moore Properties Ltd., a Michigan Corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. FIRST ANNUAL MEETING. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. TRANSITIONAL CONTROL DATE. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. UNIT OR CONDOMINIUM UNIT. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in The Meadows, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender,

the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. GENERAL COMMON ELEMENTS. The General Common Elements are:

(a) LAND. The land described in Article II hereof, including roads, sidewalks and parking spaces not identified as Limited Common Elements.

(b) ELECTRICAL. The electrical transmission system throughout the Project up to, but not including, the electric meter for each Unit, together with common lighting for the Project.

(c) TELEPHONE. The telephone system throughout the Project up to the point of entry to each Unit.

(d) GAS. The gas distribution system throughout the Project up to, but not including, the gas meter for each Unit.

(e) WATER. The water distribution system throughout the Project up to, but not including, the water meter for each Unit.

(f) SANITARY SEWER. The sanitary sewer system throughout the Project, including that contained within the Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(g) STORM SEWER. The storm sewer system throughout the Project, including that portion of the Project which is within and subject to the Tonquish Creek Drain.

(h) TELECOMMUNICATIONS. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(i) CONSTRUCTION. Foundations, supporting columns, Unit perimeter walls (but not including windows and doors

therein), roofs, ceilings, halls, stairs, exterior doors, floor construction between Unit levels, chimneys, and garage.

(j) ELEVATORS. The elevators installed in the Project buildings.

(k) OTHER. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. LIMITED COMMON ELEMENTS. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant or otherwise designated. The Limited Common Elements are:

(a) WINDOWS AND SCREENS. Windows and screens shall be limited in use to the Owners of Units to which they are attached.

(b) UTILITY METERS. Meters for natural gas and electricity shall be Limited Common Elements respectively appurtenant to each Unit for which they measure such utility service.

(c) INTERIOR SURFACES. The interior surfaces of Unit and perimeter walls (including doors therein), ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(d) PARKING SPACE. The parking spaces located in the garage structure are restricted in use to the Co-owner of the respective Unit designated on Exhibit B hereto.

Section 3. RESPONSIBILITIES. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) WINDOWS AND SCREENS. The maintenance, repair, replacement and interior and exterior maintenance (including

washing) of all windows and screens referred to in Article IV, Section 2(a) and the costs thereof shall be borne by the Co-owner of the Unit to which any such windows and screens are appurtenant.

(b) SIDEWALKS. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks.

(c) UTILITY METERS. All utility services measured through Unit meters shall be borne by each Co-owner of a Unit to which the same are appurtenant.

(d) INTERIOR SURFACES. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(c) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(e) OTHER. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

Section 4. USE OF UNITS AND COMMON ELEMENTS. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. DESCRIPTION OF UNITS. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of The Meadows as prepared by R.O. Scramstad & Associates and attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on plans in Exhibit B have been or will be physically measured by R.O. Scramstad & Associates. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. PERCENTAGE OF VALUE. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative market value of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

(a) Each Unit is numbered as it appears on the Condominium Subdivision Plan.

(b) The percentage of value assigned to each Unit.

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
Unit 101	2.77
Unit 102	2.77
Unit 103	2.77
Unit 104	2.77
Unit 105	2.77
Unit 106	2.77
Unit 201	2.78
Unit 202	2.78
Unit 203	2.78
Unit 204	2.78
Unit 205	2.78
Unit 206	2.78
Unit 301	2.78
Unit 302	2.78
Unit 303	2.78
Unit 304	2.78
Unit 305	2.78
Unit 306	2.78
Unit 401	2.77
Unit 402	2.77
Unit 403	2.77
Unit 404	2.77
Unit 405	2.77
Unit 406	2.77
Unit 501	2.78
Unit 502	2.78
Unit 503	2.78
Unit 504	2.78
Unit 505	2.78
Unit 506	2.78
Unit 601	2.78
Unit 602	2.78
Unit 603	2.78
Unit 604	2.78
Unit 605	2.78
Unit 606	2.78

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. AREA OF FUTURE DEVELOPMENT. The Condominium Project established pursuant to the initial Master Deed of The Meadows and consisting of 36 Units is the first stage of an Expandable Condominium under the Act which may contain, in its entirety, a maximum of 42 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

Part of the Northwest 1/4 of Section 35, including the adjoining vacated alley of "Maple Croft Subdivision" as recorded in Liber 43 of Plats on Page 78, Town 1 South, Range 8 East, City of Plymouth, Wayne County, Michigan, more particularly described as beginning at a point distant South $02^{\circ} 16' 45''$ East 324.40 feet and North $88^{\circ} 22' 00''$ East 33.00 feet and South $02^{\circ} 16' 45''$ East 30.00 feet and North $88^{\circ} 22' 00''$ East 301.36 feet from the Northwest Corner of Section 35, Town 1 South, Range 8 East, and proceeding thence North $88^{\circ} 22' 00''$ East 68.60 feet; thence South $46^{\circ} 38' 00''$ East 49.71 feet; thence along a curve concave to the Southwest, radius of 35.00 feet, central angle of $45^{\circ} 00' 00''$ whose chord bears South $24^{\circ} 08' 00''$ East 26.79 feet, an arc distance of 27.49 feet; thence South $01^{\circ} 38' 00''$ East 106.70 feet; thence along the South line of said vacated alley, South $88^{\circ} 22' 00''$ West 34.76 feet; thence North $01^{\circ} 38' 00''$ West 18.00 feet; thence along the North line of said vacated alley South $88^{\circ} 22' 00''$ West 79.24 feet; thence North $01^{\circ} 38' 00''$ West 148.60 feet to the point of beginning. Containing 0.379 acres

(hereinafter referred to as "area of future development").

Section 2. INCREASE IN NUMBER OF UNITS. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by the Developer in its sole discretion subject only to approval by the City of Plymouth. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively to residential use.

Section 3. EXPANSION NOT MANDATORY. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are not restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII

CONVERTIBLE AREAS

Section 1. DESIGNATION OF CONVERTIBLE AREAS. The General and Limited Common Elements in the garage area and adjacent to Building 1 & 2 have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Buildings and the individual Units may be expanded in size and/or relocated and Limited Common Elements constructed. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise the convertibility rights hereunder.

Section 2. DEVELOPER'S RIGHT TO CONSTRUCT UNITS AND/OR PRIVATE AMENITIES. Developer reserves the right, from time to time, within a period ending six years from the date of recording of this Master Deed, to enlarge, extend, diminish and/or relocate Units, to relocate driveways, and/or to construct privacy areas, courtyards, patios, decks, spas, swimming pools and other private amenities on all or any portion or portions of the Convertible Areas. The Developer shall also be entitled to convert General Common Element Areas into additional parking spaces or areas and to designate the same as General Common Elements or Limited Common Elements in such areas as it, in its sole discretion, may determine. The foregoing itemizations of Convertible Areas and elements which may be created or modified are intended only to be illustrative, not exclusive. The precise number, nature, size and location of Unit extensions and/or reductions and amenities which may be constructed and designated shall be determined by Developer in its sole judgment or any other person to whom it specifically assigns the right to make such determination subject only to any necessary public agency approvals.

Section 3. COMPATIBILITY OF IMPROVEMENTS. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as

determined by Developer in its sole discretion.

ARTICLE VIII

OPERATIVE PROVISIONS

Any expansion or convertibility rights in the project pursuant to Articles VI or VII above shall be governed by the provisions as set forth below.

Section 1. AMENDMENT OF MASTER DEED AND MODIFICATION OF PERCENTAGES OF VALUE. Such increase in size of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof may be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. REDEFINITION OF COMMON ELEMENTS. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purpose of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development, and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 3. CONSOLIDATING MASTER DEED. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. CONSENT OF INTERESTED PERSONS. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such

amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. BY DEVELOPER. Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) SUBDIVIDE UNITS. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) CONSOLIDATE CONTIGUOUS UNITS. Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and

at the sole discretion of the Developer, its successors or assigns.

(c) RELOCATE BOUNDARIES. Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(d) AMEND TO EFFECTUATE MODIFICATIONS. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative value of various Units. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. CONSOLIDATION OF UNITS; RELOCATION OF BOUNDARIES. Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between 2 or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

Section 3. LIMITED COMMON ELEMENTS. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article IX.

ARTICLE X

EASEMENTS

Section 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. EASEMENTS RETAINED BY DEVELOPER.

(a) ROADWAY EASEMENTS. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, an easement for the unrestricted use of all roads, garages, and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Section shall be shared by this Condominium and any developed portions of the

land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI whose closest means of access to a public road is over such road.

The Developer reserves the right at any time during the Construction and Sales Period to dedicate to the public a 60-foot right-of-way (or a right-of-way of such other width as may be required by the local public authority) over any or all of the roadways in The Meadows, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) UTILITY EASEMENTS. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining

land described in Article VI which are served by such utility mains. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the condominium and by the owner or owners of the land described in Article VI or portion thereof upon which are located the dwelling Units which such lead or leads service.

The Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. GRANT OF EASEMENTS BY ASSOCIATION. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. EASEMENTS FOR MAINTENANCE, REPAIR AND REPLACEMENT. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours

and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 5. TELECOMMUNICATIONS AGREEMENTS. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscribed service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easements, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. MODIFICATION OF UNITS OR COMMON ELEMENTS. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant.

Section 2. MORTGAGEE CONSENT. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. BY DEVELOPER. Prior to 1 year after expiration of the Construction and Sales Period, the Developer

may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. CHANGE IN PERCENTAGE VALUE. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VI and Article VII hereof.

SECTION 5. TERMINATION, VACATION, REVOCATION OR ABANDONMENT. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

SECTION 6. DEVELOPER APPROVAL. During the Construction and Sales Period, Article VI, Article VII, Article X and this Article XI shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of construction of residential units on the land described in Article VI hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

WITNESSES:

MOORE PROPERTIES LTD., A Michigan Corporation

/s/ J. Michael Smith
J. MICHAEL SMITH

BY: /s/ John E. Thomas
JOHN E. THOMAS, President

/s/ Patrice R. Szabla
PATRICE R. SZABLA

STATE OF MICHIGAN)
County of Wayne) ss.

On this 3rd day of November, 1987, the foregoing Master Deed was acknowledged before me by JOHN E. THOMAS, the President of MOORE PROPERTIES LTD., A Michigan Corporation, on behalf of the corporation.

/s/ Patrice R. Szabla
PATRICE R. SZABLA
Notary Public
Wayne County, Michigan
My commission expires: 11/13/89

MASTER DEED DRAFTED BY:

JOHN E. THOMAS
SEMLINER, THOMAS, BOAK & SMITH
Attorneys at Law
711 West Ann Arbor Trail
Plymouth, Michigan 48170

WHEN RECORDED, RETURN TO DRAFTER